

# EXHIBIT 8

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

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IN RE DA VINCI SURGICAL ROBOT                      Lead Case No.  
ANTITRUST LITIGATION,                                      3:21-cv-03825-VC  
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THIS DOCUMENT RELATES TO:  
ALL CASES  
-----x

SURGICAL INSTRUMENT SERVICE                      Case No.  
COMPANY, INC.,    3:21-cv-03496-VC

Plaintiff,  
vs.  
INTUITIVE SURGICAL, INC.,  
Defendant.  
-----x

REMOTE VIDEOTAPED DEPOSITION BY VIRTUAL ZOOM OF  
DAVID ROSA  
Monday, May 1, 2023

Reported By: Lynne Ledanois, CSR 6811  
Job No. 5892696

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SURGICAL INSTRUMENT SERVICE                      Case No.  
COMPANY, INC.,    3:21-cv-03496-VC

Plaintiff,  
vs.  
INTUITIVE SURGICAL, INC.,  
Defendant.

-----x  
Videotaped deposition of DAVID ROSA, taken  
in Sunnyvale, California, commencing at 8:11 a.m.,  
on Monday, May 1, 2023 before Lynne Ledanois,  
Certified Shorthand Reporter No. 6811

\* \* \*

1 remanufactured instruments was involved in adverse  
2 events.

3 BY MR. CORRIGAN:

4 Q Did Intuitive ever test the reset  
5 EndoWrists that were -- well, did Intuitive ever  
6 test the EndoWrists that were repaired or reset by  
7 Rebotix?

8 A I don't know.

9 Q Why would not -- why wouldn't have  
10 Intuitive tested those repaired or reset EndoWrists?

11 MR. RUBY: Object to the form of the  
12 question.

13 THE WITNESS: So I guess it always depends  
14 on to what end and what problem are you trying to  
15 solve by that testing.

16 We had our extensive testing internally  
17 that we had relied on for many years and the agency,  
18 the FDA knew about. So if we didn't test them, I'm  
19 not sure; if we did, I'm not sure.

20 BY MR. CORRIGAN:

21 Q Let's look at Paragraph 45 of your  
22 declaration, please. And first sentence, "To avoid  
23 any possibility of confusion, Intuitive has made  
24 clear that use of an FDA-cleared remanufactured  
25 EndoWrist does not reach any customer's contract or

1 otherwise subject a customer to adverse action from  
2 Intuitive. Below is the statement on our website,"  
3 and then you set out the statement there.

4 What is the date on this statement? Not  
5 your statement in the declaration but the Intuitive  
6 statement starting on the bottom of Page 10, what is  
7 the date on that?

8 A If it's not in here, I don't know the exact  
9 date. There's one date at the bottom of -- the  
10 beginning of the last paragraph of the statement that  
11 says it's March 1st. So I would think that this would  
12 be right around that date, that time frame.

13 Q Now, in Paragraph 46 it says -- you say,  
14 "This statement accurately reflects Intuitive's  
15 current policy towards the activities of EndoWrist  
16 remanufacturers."

17 So this is a statement of its current  
18 policy; correct?

19 A Correct.

20 Q What was Intuitive's policy in this regard  
21 before this statement comes out in and around early  
22 March of 2023?

23 A You know, when I think about our  
24 conversations, I don't know that we had a clear sort  
25 of agreed-to policy within the company. So I'm

1 actually not sure if I could have said here is our  
2 policy for our cleared instruments.

3 Q When did Intuitive --

4 MR. RUBY: Excuse me, I'm sorry, counsel.  
5 If you -- in answering these questions, if an answer  
6 would require you to divulge privileged or  
7 confidential communications with lawyers, please  
8 don't answer the question, say it requires a  
9 privileged conversation and then I may or may not  
10 have something to say.

11 THE WITNESS: Okay.

12 MR. RUBY: Excuse me. Please go ahead.

13 BY MR. CORRIGAN:

14 Q When did Intuitive first determine that  
15 use of an FDA-cleared remanufactured EndoWrist does  
16 not breach any customer's contract?

17 A I don't -- I actually don't know because to  
18 my knowledge, I believe it's the first time an  
19 instrument was cleared by the FDA for use with the  
20 system that wasn't manufactured by Intuitive.

21 Q When did Intuitive first post this  
22 information for its customers that's in this letter  
23 or this statement?

24 A Again, I'm assuming -- not knowing the exact  
25 date, I think it's around that March date.